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*Attorneys for Defendant*  
7 *State Farm Mutual Automobile Insurance Company*

8  
9 **UNITED STATES DISTRICT COURT**  
10 **DISTRICT OF NEVADA**

11 THERESA ROSE CAREY, an individual;  
12 Plaintiff,  
13 v.  
14 STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY; DOES I- X, and  
15 ROE CORPORATIONS I -X, inclusive,  
16 Defendants.

CASE NO.: 2:23-cv-01852-APG-BNW

**STIPULATION AND ORDER FOR  
DISMISSAL WITH PREJUDICE**

17 IT IS HEREBY STIPULATED by and between Defendant, STATE FARM MUTUAL  
18 AUTOMOBILE INSURANCE COMPANY through its counsel of record, M. CALEB MEYER, ESQ.  
19 and RENEE M. FINCH, ESQ. of MESSNER REEVES LLP, and Plaintiff THERESA ROSE CAREY,  
20 through her counsel GINA M. CORENA, ESQ. and CHET A. GLOVER, ESQ. of GINA CORENA &  
21 ASSOCIATES, that all claims against STATE FARM MUTUAL AUTOMOBILE INSURANCE  
22 COMPANY arising out of Case No. 2:23-cv-01852 be dismissed with prejudice in its entirety.

- 23 1. Plaintiff filed her Complaint on or about September 19, 2023;
- 24 2. Defendant filed its Answer on or about November 20, 2023;
- 25 3. This matter was removed to this Court on November 10, 2023; the parties mutually agreed  
26 to resolve this action prior to the FRCP 26(f) conference being scheduled;
- 27 4. The Parties have been able to reach a mutually acceptable resolution to this matter which  
28 is memorialized in the Settlement and Release Agreement executed contemporaneous hereto;

1           5.     In reaching the resolution STATE FARM MUTUAL AUTOMOBILE INSURANCE  
2 COMPANY does not admit any liability and continues to deny the allegations in the Complaint.  
3 Nonetheless, Plaintiff hereby stipulates to waive any and all claims against Defendant, STATE FARM  
4 MUTUAL AUTOMOBILE INSURANCE COMPANY and dismiss this action with prejudice in  
5 exchange for the agreed to resolution;

6           6.     The parties also hereby stipulate, and this court hereby orders, that this settlement is  
7 deemed a good faith settlement. Therefore, any and all claims by any other party against STATE FARM  
8 MUTUAL AUTOMOBILE INSURANCE COMPANY are hereby extinguished;

9           7.     There is no trial date currently set in this matter;

10          8.     For the above-outlined reasons, the parties hereby stipulate to dismiss the present  
11 litigation, with prejudice;

12  
13 *III*

14 *III*

15 *III*

16 *III*

17 *III*

18 *III*

19 *III*

20 *III*


21 *III*

Each of the parties to bear their own attorney's fees and costs.

IT IS RESPECTFULLY SUBMITTED.

DATED this 12<sup>th</sup> December day of November, 2023.

MESSNER REEVES, LLP.



M. Caleb Meyer, Esq.

Nevada Bar No. 13379

Renee M. Finch, Esq.

Nevada Bar No. 13118

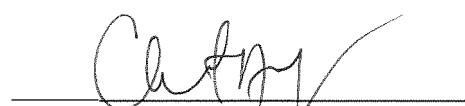
8945 W. Russell Rd., Ste. 300

Las Vegas, NV 89148

*Attorneys for Defendant State Farm Mutual  
Automobile Insurance Company*

DATED this 1<sup>st</sup> Pee day of November, 2023.

GINA CORENA & ASSOCIATES



Gina M. Carena, Esq.

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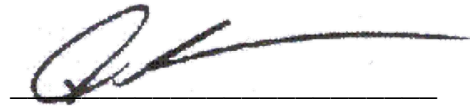
300 South Fourth Street, Suite 1400

Las Vegas, NV 89101

*Attorney for Plaintiff*

IT IS SO ORDERED:

Dated: December 22, 2023



ANDREW P. GORDON

UNITED STATES DISTRICT JUDGE